

## §917.67

United States Department of Agriculture, to act as his agent or representative in connection with any of the provisions of this part.

### §917.67 Derogation.

Nothing contained in this part is or shall be construed to be in derogation or in modification of the rights of the Secretary or of the United States to exercise any powers granted by the act or otherwise, and in accordance with such powers to act in the premises whenever such action is deemed advisable.

### §917.68 Liability of committee members.

No members of the Control Committee, any commodity committee, or other committee, or any subcommittee, or any employee of the Control Committee shall be held personally responsible, either individually or jointly with others, in any way whatsoever, to any shipper or any other person for errors in judgment, mistakes, or other acts, either of commission or omission, as such member or employee, except for acts of dishonesty.

### §917.69 Separability.

If any provision of this part is declared invalid or the applicability thereof to any person, circumstance, thing, or any particular kind of fruit is held invalid, the validity of the remainder of this part or the applicability thereof to any other person, circumstance, thing, or kind of fruit shall not be affected thereby.

## Subpart—Rules and Regulations

SOURCE: 16 FR 12776, Dec. 20, 1951, unless otherwise noted. Redesignated at 26 FR 12751, Dec. 30, 1961.

### DEFINITIONS

#### §917.100 Order.

*Order* means Marketing Order No. 917, as amended (this part 917), regulating the handling of fresh pears and peaches grown in the State of California.

[31 FR 7476, May 5, 1966, as amended at 56 FR 46369, Sept. 12, 1991]

## 7 CFR Ch. IX (1–1–05 Edition)

EFFECTIVE DATE NOTE: At 59 FR 10056, Mar. 3, 1994, in §917.100, the words “pears and” were suspended, effective April 4, 1994.

#### §917.101 Marketing agreement.

*Marketing agreement* means Marketing Agreement No. 85 as amended.

#### §917.103 Terms.

All other terms used in this subpart shall have the same meaning as when used in the marketing agreement and order.

[18 FR 712, Feb. 4, 1953. Redesignated at 26 FR 12751, Dec. 30, 1961]

### GENERAL

#### §917.110 Communications.

Unless otherwise prescribed in this subpart, or in the marketing agreement and order, or required by the Control Committee, or a particular commodity committee, all reports, applications, submittals, requests, and communications in connection with the marketing agreement and order shall be addressed as follows:

Control Committee, California Tree Fruit Agreement, P.O. Box 968, Reedley, CA, 93654-0968.

[63 FR 16041, Apr. 1, 1998]

### ADMINISTRATIVE BODIES

#### §917.115 Nomination of shipper members for the Control Committee.

(a) All shippers who, prior to February 1 of the then current year, have not advised the manager of the Control Committee in writing of their participation in the formation of an elective body shall be notified promptly by the manager after that date, by mail, of the time and place for a meeting of such shippers to elect nominees for shipper membership on the Control Committee.

(b) The chairman of the then existing Control Committee shall schedule a meeting of shippers in the month of February of the then current year, for the purpose of making nominations to the shipper membership of the Control Committee; and such chairman is authorized to appoint a member of the Control Committee to act as chairman of the meeting and to conduct the election.